

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 07-263**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**SYSTEMS INTEGRATOR  
FOR ACCESS CONTROL AND CAMERA EQUIPMENT**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, September 19, 2007 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

There will be a pre-bid at the Ashland Treatment Plant On September 5, 2007 at 11:00 am. A tour of the area will be conducted at that time. No other tours will be given.

All prospective submitters must notify the City Purchasing Agent at [vmejer@lincoln.ne.gov](mailto:vmejer@lincoln.ne.gov) by September 3, 2007 that they intend to come to the pre-bid meeting.

Proposal documents may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Proposal documents are also available on the City/County e-bid page for registered e-bid vendors. Go to <http://www.lincoln.ne.gov/city/finance/purch/spec/index.htm> to register.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered. **Fax or e-mail bids are not acceptable. Fee response must be in a sealed envelope.**

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. PROPOSAL PROCEDURE**

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
  - A) Proposers shall respond electronically to all attributes and addendums as required.
  - B) All written responses and information shall be mailed or delivered to the Purchasing Agent as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Proposed prices shall be submitted on company letterhead and sealed in a separate envelope with the RFP number, description and company name clearly marked on the outside of the envelope if the specifications indicate that price is **not** evaluated as part of the award criteria.
- 1.5 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.6 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.7 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.8 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.9 Proposals received after the time and date established for receiving offers will be rejected.

#### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

#### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

#### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

#### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

#### **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

#### **7. ADDENDA**

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

#### **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. SITE VISITATION**

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

## **10. EVALUATION AND AWARD**

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
  - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

## **11. TERMINATION/ASSIGNMENT**

- 11.1 The City may terminate the Contract if the Contractor:
  - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
  - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
  - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
  - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

## **12. INDEMNIFICATION**

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **13. TERMS OF PAYMENT**

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **14. LAWS**

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **15. LIVING WAGE**

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

## **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

# **ACCESS CONTROL / CAMERA EQUIPMENT WATER TREATMENT PLANT LINCOLN WATER SYSTEM**

## **1. PROJECT SCOPE**

- 1.1 The City of Lincoln / Lincoln Water System desires a professional systems integrator to provide the engineering design, supply, installation, and maintenance of surveillance cameras and access control devices to be located at the city's Platte River Water Treatment Plant.
- 1.2 The system will encompass a minimum of 7 separate buildings and associated grounds.
- 1.3 All installation, configuration, and performance testing shall be the responsibility of the systems integrator.
- 1.4 A project manager and City project team will coordinate activities with the systems integrator selected for this project.
  - 1.4.1 The City team shall work with the systems integrator on the system design and final configuration.

## **2. GENERAL REQUIREMENTS**

- 2.1 The Lincoln Water System Water Treatment Plant is a secure facility and is a part of the city's critical infrastructure.
  - 2.1.1 Specific documents and plans related to this project are protected from disclosure under the Public Records Act 84-712.05.
- 2.2 The city shall retain the right to approve sub-contractors.
- 2.3 All contractors or sub-contractors are subject to Lincoln Water System security procedures as provided in the addendum.
- 2.4 Non-disclosure agreements must be signed by all parties involved in the project which stipulates the City of Lincoln's requirements.
- 2.5 Any breaches in the non-disclosure agreement may result in immediate action by the City of Lincoln.
- 2.6 Access to the facility by contractors for installation activity will be coordinated with LWS staff.
- 2.7 City will make available drawings or other data necessary for work directly involved with this project at a pre-proposal conference.
- 2.8 Systems integrator shall provide operator and administrator level training to LWS personnel.
  - 2.8.1 Technical manuals for installed equipment shall be provided along with detailed as built drawings of the final system configuration.

## **3. EXISTING SYSTEM FOR INTERFACE**

- 3.1 The Lincoln Water System has a preference for integration with existing access control, hardware and software management components at the Water Treatment Plant.
- 3.2 It is desired that camera equipment interface with DVTel Latitude digital media controller (DMC) video management base software including Virtual Matrix for camera sequence.
- 3.3 It is desired that access control components interface with existing DVTel Longitude software.
- 3.4 It is expected that the communication path between the server and camera/access control devices utilize existing hardwire or fiber pathways, wireless technology or a combination thereof.

**4. CAMERA MINIMUM STANDARDS**

- 4.1 System configuration shall include a combination of fixed and PTZ cameras, auto day/night switching color capabilities.
- 4.2 PTZ cameras shall have auto focus feature, control of presets, and PTZ lock.
- 4.3 Cameras shall be a dome enclosure for outdoor use that includes blower and heater elements for climate control anti-fogging.
- 4.4 Cameras shall include mounting hardware for roof, pole, or building side mount.
- 4.5 All cameras shall be IP- enabled network cameras.
- 4.6 Selection of camera lens for both fixed and PTZ units shall be based on final mounting location as determined by LWS and systems integrator representatives.

**5. NVR SOFTWARE MINIMUM STANDARDS**

- 5.1 Software shall run on industry standard computers and servers.
- 5.2 View live and archived video playback.
- 5.3 Multiple tile layouts.
- 5.4 View and record a minimum of 20 cameras.

**6. SERVER MINIMUM STANDARDS**

- 6.1 Dual Core CPU, 2.4 GHz minimum.
- 6.2 Windows XP Professional.
- 6.3 Memory – 2GB.
- 6.4 40 GB Hard Drive Space.
- 6.5 Back up capability.
- 6.6 Minimum 30 day storage of archive video with transfer capability.

**7. ACCESS CONTROL STANDARDS**

- 7.1 IP based readers.
- 7.2 Preference for integration with video network.
- 7.3 Alarm and programmable logic control.

**8. WARRANTY**

- 8.1 Warranty period shall be a minimum of 1 year from the date the equipment was placed in service and final acceptance of the system by the City of Lincoln.
  - 8.1.1 This shall include material and labor for all components during the warranty period.
- 8.2 Systems integrator shall provide and install a direct replacement component at no cost to the city if any equipment must be removed and returned to the manufacturer for repairs during the warranty period.
- 8.3 Systems integrator shall provide a proposal for a yearly contractual maintenance agreement.
  - 8.3.1 This contract shall identify all services to be provided, response time to requests, and associated costs.

**9. QUESTIONS**

- 9.1 Any questions or concerns must be submitted in writing to the Purchasing Agent at:
  - Vince M. Mejer, Purchasing Agent
  - 440 South 8<sup>th</sup> Street, Suite 200
  - Lincoln, NE 68508
- 9.2 Question can be e-mailed to:  
[Vmejer@lincoln.ne.gov](mailto:Vmejer@lincoln.ne.gov)
- 9.3 Questions can be Faxed to:  
402-441-6513, Attention Vince Mejer

# Request for Proposal SPECIFICATION NO. 07-263

RFP OPENING TIME: 12:00 NOON  
DATE: Wednesday, September 19, 2007

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

---

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

## Bidding Schedule

- |    |                                   |          |
|----|-----------------------------------|----------|
| 1. | Design Fees                       | \$ _____ |
| 2. | Total cost to Supply of Equipment | \$ _____ |
| 3. | Installation Cost                 | \$ _____ |

**TOTAL PRICE FOR ALL PHASES COMBINED:** \$ \_\_\_\_\_

**Total Price Written:** \_\_\_\_\_

Please attach a project summary detailing the project time line, specific tasks, personnel, number of hours, price/hour for each task/individual, and individual cost of all equipment.

---

**NOTE: RETURN 6 COMPLETE COPIES OF OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:  
SEALED RFP FOR SPEC. NO. 07-263 and you Company Name**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
E-Mail Address